

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

FRESH FRUIT S.A.	:	CIVIL ACTION
Parcelle No 4 1 er Etage	:	
Nouveau Port Anza	:	
Agadir, Morocco	:	
and	:	
DOMINION CITRUS, LTD.	:	
Ontario Food Terminal	:	
165 The Queensway Room 304	:	
Etobicoke Ontario M8Y 1H8	:	
Plaintiffs	:	
v.	:	
M/V DONA LIBERTA,, her engines,	:	
machinery, tackle, apparel, etc, <i>in rem</i>	:	
and	:	
COMMERCIAL S.A.	:	
24, Kyprou Street, Glyfada,	:	
Athens Greece	:	
and	:	
NAVIFRUIT LTD	:	
80 Broad Street	:	
Monrovia, Liberia	:	
and	:	
FAIRPORT SHIPPING LTD.	:	
17A Kondyli St.	:	
17765, Glyfada, Greece	:	
Defendants.	:	NO. 08-cv-

VERIFIED COMPLAINT IN ADMIRALTY
IN REM AND IN PERSONAM

Plaintiffs, by and through their undersigned attorneys, bring this civil action against
Defendants and upon information and belief aver as follows:

1. Plaintiffs Fresh Fruit S.A. and Dominion Citrus, Ltd., (hereinafter collectively
"Plaintiffs") bring this suit against Defendants under the provisions of 28 U.S.C. Section 1333,

as this is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and the specific procedures of said Rules relative to admiralty actions.

2. At all times hereinafter mentioned, Plaintiffs, were and still are business entities duly organized and existing under the law with offices and places of business as set forth in the caption, and were and still are shippers and exporters and/or importers of fruit, *inter alia*.

3. Upon information and belief, at all times hereinafter mentioned, Defendant M/V DONA LIBERTA (hereinafter "vessel"), was and still is a vessel operated as a common and/or private carrier of goods in ocean transportation and upon information and belief, she was, is now, or will be during the pendency of this action, within this District and subject to the jurisdiction of this Honorable Court.

4. Upon information and belief, at all times hereinafter mentioned, Defendants Commercial S.A., Navifruit S.A., and Fairport Shipping Ltd. (hereinafter collectively "Defendants"), were and still are business entities duly organized and existing under the law, with the addresses set forth in the caption, and was/were the owner(s) and/or disponent owner(s) and/or charterer(s) and/or manager(s) and/or operator(s) of the vessel and was/were engaged in the common and/or private carriage of merchandise by water for hire.

5. Plaintiffs were and/or are the shippers, and/or consignors and/or consignees and/or owners and/or successors in title of the cargo described within and they bring this action on their behalf and as agents and trustees on behalf of and for the interest of all parties who are, may be or become interested in said shipment, as their respective interests may ultimately appear, and Plaintiffs are entitled to maintain this action.

6. Plaintiffs and all other parties in interest have duly performed all valid conditions

precedent to the contracts of carriage on their part to be performed and all conditions precedent to Plaintiffs recovering under the bills of lading have occurred or have been performed by Plaintiffs and/or their predecessors or successors in title.

7. At all times material hereto, Defendants were and are now engaged in the business of common carriage and/or private carriage of merchandise by water for hire and owned, operated, managed, chartered, possessed and/or controlled various vessels, including the vessel, as common and/or private carriers of merchandise for hire.

8. Vessels owned, operated, managed, chartered, possessed and/or controlled by Defendants have used the ports of the State of Delaware, discharged and loaded cargo therein, been supplied services and stores therein, and Defendants are subject to service of process under the applicable admiralty practice and the statutes of the State of Delaware.

9. Prior to the commencement of this action, Plaintiffs became the owner for the value of the cargo in question and the covering bills of lading, and/or the successor in title to the rights and interest of the holder of the bills of lading and bring this action on behalf of, and for the interest of all parties who are or may become, interested in the cargo in question as their respective interests may ultimately appear.

10. All and singular, the matters alleged are true and correct.

11. Plaintiffs reserve the right to amend and supplement this Complaint as further facts become available.

COUNT ONE

12. Plaintiffs incorporate the averments contained in all preceding paragraphs, inclusive, with the same force and effect as if fully set forth herein

13. On or about December 9, 2007 at Agadir, Morocco, (hereinafter “place of loading”) there was shipped and delivered to the Defendant vessel, and the other Defendants, as common and/or private carriers, for delivery to the port of Wilmington, DE, a cargo of clementines in boxes, owned and/or shipped by Plaintiffs, then being in good order and condition, and Defendants then and there accepted said cargo so shipped and delivered to them, and in consideration of certain agreed freight charges, executed and delivered certain bills of lading including but not limited to bill(s) of lading NVFLAGAWI801001, NVFLAGAWI801002, NVFLAGAWI801003, NVFLAGAWI801004, NVFLAGAWI801005, NVFLAGAWI801006, NVFLAGAWI801007, NVFLAGAWI801008, and NVFLAGAWI801009 (attached in Exhibit A) signed and delivered to the shippers or consignees of said cargo by Defendants, or by the Master of the vessel and/or his duly authorized agent to the shippers, agreed to transport and carry the said shipment to the destination stated therein and there deliver the same in like good order and condition as when shipped, delivered to and received by them, to the consignees named in the bill of lading.

14. Thereafter, Defendants loaded the said merchandise on the vessel, which having on board said merchandise sailed from the port of loading and subsequently arrived in Wilmington, DE, on or about December 22, 2007, but upon arrival of the vessel and delivery of the cargo to the consignees the cargo was not in the same good order and condition as when delivered to Defendants and the vessel, but rather, the cargo is seriously impaired in value by reason of sustaining physical damage, including decay, and/or shortage, *inter alia*.

15. The loss of and damage to Plaintiffs’ merchandise was not caused by any act or omission of Plaintiffs or those for whom they may be responsible, but instead was caused by the

unseaworthiness of the vessel and the violation of Defendants' duties and obligations as common carriers by water for hire, and/or private carriers by water for hire, and the breach of Defendants' contracts of carriage and other contracts with Plaintiffs, including but not limited to a charter party dated December 5, 2007.

16. By reason of the unseaworthiness of the vessel, and/or Defendants' breach of the contracts of carriage and other agreements with Plaintiffs, Plaintiffs have sustained damages presently estimated to be in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) plus interest, costs and attorney's fees. Plaintiffs reserve the right to increase this amount should their losses ultimately be in excess thereof.

17. The applicable bills of lading and/or contracts of carriage are governed by the general maritime law of the United States and/or the Carriage of Goods by Sea Act, 46 U.S.C. § 1301 et seq., and/or other applicable laws or conventions.

18. By reason of the aforesaid, Plaintiffs have a maritime lien on the vessel.

WHEREFORE, Plaintiffs pray that:

(a) Process of arrest in due form of law according to the practice of this Honorable Court in causes of admiralty and maritime claims may issue against the vessel, her engines, boilers, etc. as provided in the Supplemental Admiralty Rules of the Federal Rules of Civil Procedure; that all persons having or claiming any interest therein be cited to appear and answer, under oath, all and singular, the matters herein; that judgment be entered in favor of Plaintiffs for the damages as aforesaid, with interest, costs and attorney's fees; that the said vessel be condemned and sold and the proceeds of said sale be brought into this Court and applied to pay Plaintiffs the sums found due them.

(b) Process in due form of law according to the practice of this Honorable Court may issue against Defendants citing them to appear and answer, under oath, all and singular the matters herein.

(c) If Defendants cannot be found within this District, then all of their property, credits and/or effects in the possession of any person, partnership, or corporation, including any vessel owned or operated by said Defendants be attached as provided in the Supplemental Admiralty Rules of the Federal Rules of Civil Procedure in an amount double the above claimed damages.

(d) Judgment be entered in favor of Plaintiffs and against Defendants, jointly or severally, for the damages as aforesaid, with interest, costs and attorney's fees.

(e) The Court grant such other and further relief to Plaintiffs as in law and justice they may be entitled to receive.

COUNT TWO

19. Plaintiffs incorporate the averments of all preceding paragraphs, inclusive, with the same force and effect as if fully set forth herein.

20. The loss of and damage to Plaintiffs' merchandise was caused by the carelessness, negligence, breach of duty or breach of warranty and lack of due care of Defendants.

21. By reason of the Defendants' carelessness, negligence, breach of duty or breach of warranty and lack of due care, Plaintiffs have sustained damages presently estimated to be in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) plus interest, costs and attorney's fees. Plaintiffs reserve the right to increase this amount should their losses ultimately be in

excess thereof.

22. By reason of the aforesaid, Plaintiffs have a maritime lien on the vessel.

WHEREFORE, Plaintiffs pray that:

(a) Process of arrest in due form of law according to the practice of this Honorable Court in causes of admiralty and maritime claims may issue against the vessel, her engines, boilers, etc. as provided in the Supplemental Admiralty Rules of the Federal Rules of Civil Procedure; that all persons having or claiming any interest therein be cited to appear and answer, under oath, all and singular, the matters herein; that judgment be entered in favor of Plaintiffs for the damages as aforesaid, with interest, costs and attorney's fees; that the said vessel be condemned and sold and the proceeds of said sale be brought into this Court and applied to pay Plaintiffs the sums found due them.

(b) Process in due form of law according to the practice of this Honorable Court may issue against Defendants citing them to appear and answer, under oath, all and singular the matters herein.

(c) If Defendants cannot be found within this District, then all of their property, credits and/or effects in the possession of any person, partnership, or corporation, including any vessel owned or operated by said Defendants be attached as provided in the Supplemental Admiralty Rules of the Federal Rules of Civil Procedure in an amount double the above claimed damages.

(d) Judgment be entered in favor of Plaintiffs and against Defendants, jointly or severally, for the damages as aforesaid, with interest, costs and attorney's fees.

(e) The Court grant such other and further relief to Plaintiffs as in law and justice they may be entitled to receive.

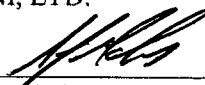
Lee C. Goldstein Esq.

By: 

Lee C. Goldstein, Esquire
615 W. 18th St.
P.O. Box 1957
Wilmington, DE
LGolds3790@aol.com
Attorney ID No. 231

OF COUNSEL:

MATTIONI, LTD.

By: 
Stephen J. Galati, Esquire
399 Market Street, Second Floor
Philadelphia, PA 19106
(215) 629-1600
E-Mail: sgalati@mattioni.com
Attorney for Plaintiff(s)

VERIFICATION BY WAY OF UNSWORN DECLARATION

I am a member of the law firm of Mattioni, Ltd. counsel for the Plaintiffs, in this matter. Plaintiffs are business entities and there are no authorized officers of the Plaintiffs readily available in the District to make this verification; I am authorized to make this verification on behalf of Plaintiffs; the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, except as to matters therein stated upon information and belief, and as to these matters, I believe them to be true; the sources of my information and the grounds of my belief are documents in the possession of my firm and reports made to me by officers, employees, representatives and agents of Plaintiffs.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on: December 18, 2008



Stephen J. Galati

EXHIBIT A

Shipper

FRESH FRUIT**AGADIR****MOROCCO****BILL OF LADING**

TO BE USED WITH CHARTER-PARTIES

Code Name "Congenbill"

Reference No.

Edition 1994

Issued for use in international trade

by

The Baltic and International

Maritime Conference

Consignee to order of

DOMINION CITRUS LTD
ONTARIO TERMINAL FOOD
165 THE QUEENSWAY
ROOM 304 ETOBICOKE
ONTARIO M8Y / 1H8 Canada

Notify address

DOMINION CITRUS LTD
ONTARIO TERMINAL FOOD
165 THE QUEENSWAY
ROOM 304 ETOBICOKE
ONTARIO M8Y / 1H8 Canada

Vessel

Port of Loading

M/S DONA LIBERTA**AGADIR**

Port of discharge

WILMINGTON - DELAWARE**ORIGINAL**

Shipper's description of goods		COMPARTMENT N° : 1A		Gross weight		Net weight	
MOROCCO		Said to be	Said to contain			Said to weigh	
211 PALLETS SAID TO CONTAIN 73 820 BOXES OF MOROCCAN CLEMENTINES AS PER FOLLOWING DETAIL				196 203 KG		173 944 KG	
Ref sta	7114	19 PALLETS TYPE	PB DOUBLE	6840	BOXES	17 784 KG	15 732 KG
Ref sta	7404	3 PALLETS TYPE	PEG SIMPLE	270	BOXES	2 900 KG	2 700 KG
Ref sta	7404	18 PALLETS TYPE	PB DOUBLE	6480	BOXES	16 848 KG	14 904 KG
Ref sta	7406	1 PALLETS TYPE	PB DOUBLE	360	BOXES	936 KG	828 KG
Ref sta	7704	1 PALLETS TYPE	PB DOUBLE	360	BOXES	936 KG	828 KG
Ref sta	7710	1 PALLETS TYPE	PB SIMPLE	320	BOXES	822 KG	736 KG
Ref sta	7710	3 PALLETS TYPE	PB DOUBLE	1080	BOXES	2 808 KG	2 484 KG
Ref sta	7714	10 PALLETS TYPE	PB DOUBLE	3600	BOXES	9 360 KG	8 280 KG
Ref sta	7802	4 PALLETS TYPE	PB DOUBLE	1440	BOXES	3 744 KG	3 312 KG
Ref sta	7804	1 PALLETS TYPE	PEG SIMPLE	90	BOXES	967 KG	900 KG
Ref sta	7804	29 PALLETS TYPE	PB DOUBLE	10440	BOXES	27 144 KG	24 012 KG
Ref sta	7808	2 PALLETS TYPE	PEG SIMPLE	180	BOXES	1 933 KG	1 800 KG
Ref sta	7808	5 PALLETS TYPE	PB SIMPLE	1600	BOXES	4 112 KG	3 680 KG
Ref sta	7808	53 PALLETS TYPE	PB DOUBLE	19080	BOXES	49 608 KG	43 884 KG
Ref sta	7814	7 PALLETS TYPE	PB SIMPLE	2240	BOXES	5 757 KG	5 152 KG
Ref sta	7814	64 PALLETS TYPE	PB DOUBLE	19440	BOXES	50 544 KG	44 712 KG

CLEAN ON BOARD

"All terms, conditions, clauses and exceptions including arbitration clause and laytime clause contained in the charter party dated 05/12/07, and all addenda thereto are expressly included in this Bill of Lading"

(of which on-deck at shippers risk, the Carrier not being responsible for loss or damage howsoever arising)

Freight payable as per
 CHARTER PARTY dated : 05/12/2007

FREIGHT ADVANCE

Received on account of freight:

Time used for loading.....days.....hours.

SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or so near thereto as she may safely get the goods specified above.

Weight, measure, quality, quantity, condition, contents and value unknown.

IN WITNESS whereof the Master or Agent of the said Vessel has signed the Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable as per

Place and date of issue

Number of original Bills of Lading
 (THREE) 3

AGADIR on the 9th december 2007

Signature

AS AGENTS FOR AND ON BEHALF OF MASTER

Shipper

FRESH FRUIT**AGADIR****MOROCCO****BILL OF LADING**

TO BE USED WITH CHARTER-PARTIES

Code Name™ Congenbill™

Reference No.

Edition 1994

Issued for use in international trade

by

The Baltic and International

Maritime Conference

B/L No. NVFLAGAW1801002

Consignee to order of

DOMINION CITRUS LTD
ONTARIO TERMINAL FOOD
165 THE QUEENSWAY
ROOM 304 ETOBICOKE
ONTARIO M8Y / 1H8 Canada

Notify address

DOMINION CITRUS LTD
ONTARIO TERMINAL FOOD
165 THE QUEENSWAY
ROOM 304 ETOBICOKE
ONTARIO M8Y / 1H8 Canada

Vessel

M/S DONA LIBERTA

Port of Loading

AGADIR**ORIGINAL**

Port of discharge

WILMINGTON - DELAWARE

Shipper's description of goods
MOROCCO

COMPARTMENT N° : 1B

Gross weight

Net weight

Said to be

Said to contain

Said to weigh

154 PALLETS SAID TO CONTAIN 53 030 BOXES OF MOROCCAN CLEMATINES AS PER FOLLOWING DETAIL				142 881 KG	126 820 KG
Ref sta	7114	2 PALLETS TYPE	PB SIMPLE	640 BOXES	1 645 KG
Ref sta	7114	15 PALLETS TYPE	PB DOUBLE	5400 BOXES	14 040 KG
Ref sta	7404	4 PALLETS TYPE	PB DOUBLE	1440 BOXES	3 744 KG
Ref sta	7406	7 PALLETS TYPE	PB DOUBLE	2520 BOXES	6 552 KG
Ref sta	7702	1 PALLETS TYPE	PB SIMPLE	320 BOXES	822 KG
Ref sta	7702	9 PALLETS TYPE	PB DOUBLE	3240 BOXES	8 424 KG
Ref sta	7702	1 PALLETS TYPE	PB DOUBLE	320 BOXES	822 KG
Ref sta	7704	11 PALLETS TYPE	PB DOUBLE	3960 BOXES	10 296 KG
Ref sta	7704	2 PALLETS TYPE	PB SIMPLE	640 BOXES	1 645 KG
Ref sta	7714	2 PALLETS TYPE	PB DOUBLE	5400 BOXES	14 040 KG
Ref sta	7714	15 PALLETS TYPE	PB DOUBLE	3600 BOXES	9 360 KG
Ref sta	7804	10 PALLETS TYPE	PB DOUBLE	1280 BOXES	3 290 KG
Ref sta	7808	4 PALLETS TYPE	PB SIMPLE	4680 BOXES	12 168 KG
Ref sta	7808	13 PALLETS TYPE	PB DOUBLE	630 BOXES	6 766 KG
Ref sta	7814	7 PALLETS TYPE	PB SIMPLE	960 BOXES	2 467 KG
Ref sta	7814	3 PALLETS TYPE	PB DOUBLE	18000 BOXES	46 800 KG
Ref sta	7814	50 PALLETS TYPE			

CLEAN ON BOARD

"All terms, conditions, clauses and exceptions including arbitration clause and laytime clause contained in the charter party dated 05/12/07, and all addenda thereto are expressly included in this Bill of Lading"

(of which on deck at shippers risk, the Carrier not
being responsible for loss or damage howsoever arising)

Freight payable as per

CHARTER PARTY dated : 05/12/2007

FREIGHT ADVANCE

Received on account of freight:

Time used for loading.....days.....hours.

SHIPPED at the Port of Loading in apparent good order and condition on
board the Vessel for carriage to the Port of Discharge or so near
thereto as she may safely get the goods specified above.

Weight, measure, quality, quantity, condition, contents and value unknown.

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of
Bills of Lading indicated below all of this tenor and date, any one of which being
accomplished the others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

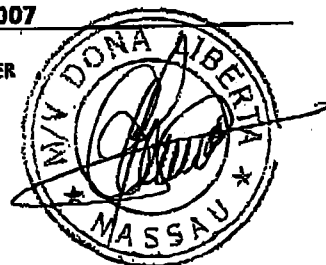
Freight payable as per

Place and date of issue

AGADIR on the 9th december 2007

Number of original Bills of Lading
(THREE) 3

Signature

AS AGENTS FOR AND ON BEHALF OF MASTER

Shipper

FRESH FRUIT
AGADIR
MOROCCO

BILL OF LADING

B/L No. NVFLAGAM1801003

TO BE USED WITH CHARTER-PARTIES

Code Name TM Congenbill TM

Reference No.

Edition 1994

Issued for use in International trade

by

The Baltic and International

Maritime Conference

Consignee to order of

DOMINION CITRUS LTD
ONTARIO TERMINAL FOOD
165 THE QUEENSWAY
ROOM 304 ETOBICOKE
ONTARIO M8Y / 1H8 Canada

Notify address

DOMINION CITRUS LTD
ONTARIO TERMINAL FOOD
165 THE QUEENSWAY
ROOM 304 ETOBICOKE
ONTARIO M8Y / 1H8 Canada

Vessel

Port of Loading

M/S DONA LIBERTA**AGADIR**

Port of discharge

WILMINGTON - DELAWARE**ORIGINAL**

Shipper's description of goods
MOROCCO

COMPARTMENT N° : 1C

Gross weight

Net weight

Said to be

Said to contain

Said to weigh

98 PALLETS SAID TO CONTAIN 33 190 BOXES OF MOROCCAN CLEMATINES AS PER FOLLOWING DETAIL				91 374 KG	81 188 KG
Ref sta	7114	5 PALLETS TYPE	PEG SIMPLE	450 BOXES	4 833 KG
Ref sta	7114	20 PALLETS TYPE	PB DOUBLE	7200 BOXES	18 720 KG
Ref sta	7404	1 PALLETS TYPE	PB SIMPLE	320 BOXES	822 KG
Ref sta	7404	6 PALLETS TYPE	PB DOUBLE	2160 BOXES	5 616 KG
Ref sta	7406	18 PALLETS TYPE	PB DOUBLE	6480 BOXES	16 848 KG
Ref sta	7702	1 PALLETS TYPE	PB DOUBLE	360 BOXES	936 KG
Ref sta	7704	2 PALLETS TYPE	PEG SIMPLE	180 BOXES	1 933 KG
Ref sta	7704	3 PALLETS TYPE	PB SIMPLE	960 BOXES	2 467 KG
Ref sta	7704	15 PALLETS TYPE	PB DOUBLE	5400 BOXES	14 040 KG
Ref sta	7710	1 PALLETS TYPE	PB SIMPLE	320 BOXES	822 KG
Ref sta	7710	12 PALLETS TYPE	PB DOUBLE	4320 BOXES	11 232 KG
Ref sta	7802	3 PALLETS TYPE	PB DOUBLE	1080 BOXES	2 808 KG
Ref sta	7804	1 PALLETS TYPE	PB DOUBLE	360 BOXES	936 KG
Ref sta	7808	10 PALLETS TYPE	PB DOUBLE	3600 BOXES	9 360 KG
					8 280 KG

CLEAN ON BOARD

"All terms, conditions, clauses and exceptions including arbitration clause and laytime clause contained in the charter party dated 05/12/07, and all addenda thereto are expressly included in this Bill of Lading"

(of which on deck at shippers risk, the Carrier not
being responsible for loss or damage howsoever arising)

Freight payable as per

CHARTER PARTY dated : 05/12/2007

FREIGHT ADVANCE

Received on account of freight:

Time used for loading.....days.....hours.

SHIPPED at the Port of Loading in apparent good order and condition on
board the Vessel for carriage to the Port of Discharge or so near

thereto as she may safely get the goods specified above.

Weight, measure, quality, quantity, condition, contents and value unknown.

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of
Bills of Lading indicated below all of this tenor and date, any one of which being
accomplished the others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable as per

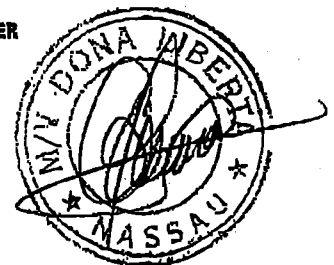
Number of original Bills of Lading

(THREE) 3

Place and date of issue

AGADIR on the 9th december 2007

Signature

AS AGENTS FOR AND ON BEHALF OF MASTER

Shipper

BILL OF LADING

B/L No. NVTLAGAW1801004

**FRESH FRUIT
AGADIR
MOROCCO**

TO BE USED WITH CHARTER-PARTIES

Code Name TM Congenbill TM

Reference No.

Edition 1994

issued for use in international trade

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Maritime Conference

Consignee to order of

**DOMINION CITRUS LTD
ONTARIO TERMINAL FOOD
165 THE QUEENSWAY
ROOM 304 ETOBICOKE
ONTARIO M8Y / 1H8 Canada**

Notify address

**DOMINION CITRUS LTD
ONTARIO TERMINAL FOOD
165 THE QUEENSWAY
ROOM 304 ETOBICOKE
ONTARIO M8Y / 1H8 Canada**

Vessel

Port of Loading

M/S DONA LIBERTA**AGADIR**

Port of discharge

WILMINGTON - DELAWARE**ORIGINAL**

Shipper's description of goods		COMPARTMENT N° : 2A		Gross weight		Net weight	
MOROCCO		Said to be	Said to contain			Said to weigh	
160 PALLETS SAID TO CONTAIN 55 850 BOXES OF MOROCCAN CLEMATINES AS PER FOLLOWING DETAIL				148 777 KG		131 920 KG	
Ref sta	7114	12 PALLETS TYPE	PB DOUBLE	4320	BOXES	11 232 KG	9 936 KG
Ref sta	7404	2 PALLETS TYPE	PEG SIMPLE	180	BOXES	1 933 KG	1 800 KG
Ref sta	7404	13 PALLETS TYPE	PB DOUBLE	4680	BOXES	12 168 KG	10 764 KG
Ref sta	7702	1 PALLETS TYPE	PB DOUBLE	350	BOXES	936 KG	828 KG
Ref sta	7704	5 PALLETS TYPE	PB DOUBLE	1800	BOXES	4 680 KG	4 140 KG
Ref sta	7710	2 PALLETS TYPE	PB DOUBLE	720	BOXES	1 872 KG	1 656 KG
Ref sta	7714	1 PALLETS TYPE	PB SIMPLE	320	BOXES	822 KG	736 KG
Ref sta	7714	16 PALLETS TYPE	PB DOUBLE	5760	BOXES	14 976 KG	13 248 KG
Ref sta	7804	3 PALLETS TYPE	PEG SIMPLE	270	BOXES	2 900 KG	2 700 KG
Ref sta	7804	7 PALLETS TYPE	PB DOUBLE	2520	BOXES	6 552 KG	5 796 KG
Ref sta	7808	6 PALLETS TYPE	PB SIMPLE	1920	BOXES	4 934 KG	4 416 KG
Ref sta	7808	56 PALLETS TYPE	PB DOUBLE	20160	BOXES	62 416 KG	46 368 KG
Ref sta	7814	3 PALLETS TYPE	PB SIMPLE	960	BOXES	2 467 KG	2 208 KG
Ref sta	7814	33 PALLETS TYPE	PB DOUBLE	11880	BOXES	30 888 KG	27 324 KG

CLEAN ON BOARD

"All terms, conditions, clauses and exceptions including arbitration clause and laytime clause contained in the charter party dated 05/12/07, and all addenda thereto are expressly included in this Bill of Lading"

(of which on deck at shippers risk, the Carrier not being responsible for loss or damage howsoever arising)

Freight payable as per
CHARTER PARTY dated : 05/12/2007

FREIGHT ADVANCE

Received on account of freight:

Time used for loading.....days.....hours.

SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or so near thereto as she may safely get the goods specified above.

Weight, measure, quality, quantity, condition, contents and value unknown.

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading Indicated below all of this tenor and date, any one of which being accomplished the others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable as per

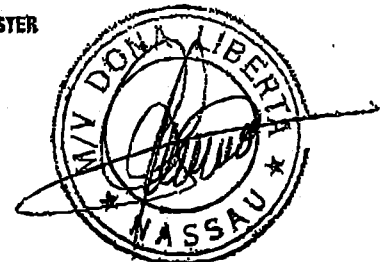
Place and date of issue

AGADIR on the 9th december 2007

Number of original Bills of Lading

(THREE) 3

Signature

AS AGENTS FOR AND ON BEHALF OF MASTER

Shipper

FRESH FRUIT**AGADIR****MOROCCO****BILL OF LADING**

B/L No. NVFLAGAW1801005

TO BE USED WITH CHARTER-PARTIES

Code Name "Congenbill"

Reference No.

Edition 1994

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The Baltic and International

Maritime Conference

Consignee to order of

DOMINION CITRUS LTD
ONTARIO TERMINAL FOOD
165 THE QUEENSWAY
ROOM 304 ETOBICOKE
ONTARIO M8Y / 1H8 Canada

Notify address

DOMINION CITRUS LTD
ONTARIO TERMINAL FOOD
165 THE QUEENSWAY
ROOM 304 ETOBICOKE
ONTARIO M8Y / 1H8 Canada

Vessel

M/S DONA LIBERTA

Port of Loading

AGADIR

Port of discharge

WILMINGTON - DELAWARE**ORIGINAL**

Shipper's description of goods		COMPARTMENT N° : 28		Gross weight		Net weight	
MOROCCO		Said to be		Said to contain		Said to weigh	
289 PALLETS SAID TO CONTAIN 101 140 BOXES OF MOROCCAN CLEMENTINES AS PER FOLLOWING DETAIL				270 242 KG		239 552 KG	
Ref sta	7114	1 PALLETS TYPE	PB SIMPLE	320 BOXES	822 KG		736 KG
Ref sta	7114	39 PALLETS TYPE	PB DOUBLE	11880 BOXES	30 888 KG		27 324 KG
Ref sta	7404	10 PALLETS TYPE	PB DOUBLE	3600 BOXES	9 360 KG		8 280 KG
Ref sta	7406	3 PALLETS TYPE	PEG SIMPLE	270 BOXES	2 900 KG		2 700 KG
Ref sta	7406	22 PALLETS TYPE	PB DOUBLE	7920 BOXES	20 532 KG		18 216 KG
Ref sta	7702	16 PALLETS TYPE	PB DOUBLE	5760 BOXES	14 976 KG		13 248 KG
Ref sta	7704	2 PALLETS TYPE	PB SIMPLE	640 BOXES	1 645 KG		1 472 KG
Ref sta	7704	17 PALLETS TYPE	PB DOUBLE	6120 BOXES	15 912 KG		14 076 KG
Ref sta	7710	17 PALLETS TYPE	PB DOUBLE	6120 BOXES	15 912 KG		14 076 KG
Ref sta	7802	7 PALLETS TYPE	PB DOUBLE	2520 BOXES	6 562 KG		5 796 KG
Ref sta	7804	61 PALLETS TYPE	PB DOUBLE	21960 BOXES	57 096 KG		50 508 KG
Ref sta	7808	5 PALLETS TYPE	PEG SIMPLE	450 BOXES	4 833 KG		4 500 KG
Ref sta	7808	1 PALLETS TYPE	PB SIMPLE	320 BOXES	822 KG		736 KG
Ref sta	7808	11 PALLETS TYPE	PB DOUBLE	3960 BOXES	10 296 KG		9 108 KG
Ref sta	7814	2 PALLETS TYPE	PEG SIMPLE	180 BOXES	1 933 KG		1 800 KG
Ref sta	7814	1 PALLETS TYPE	PB SIMPLE	320 BOXES	822 KG		736 KG
Ref sta	7814	80 PALLETS TYPE	PB DOUBLE	28800 BOXES	74 880 KG		66 240 KG

CLEAN ON BOARD

"All terms, conditions, clauses and exceptions including arbitration clause and laytime clause contained in the charter party dated 05/12/07, and all addenda thereto are expressly included in this Bill of Lading"

(of which on deck at shippers risk, the Carrier not being responsible for loss or damage howsoever arising)

Freight payable as per
 CHARTER PARTY dated : 05/12/2007

FREIGHT ADVANCE

Received on account of freight:

Time used for loading days hours.

SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or so near thereto as she may safely get the goods specified above.

Weight, measure, quality, quantity, condition, contents and value unknown.

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF.

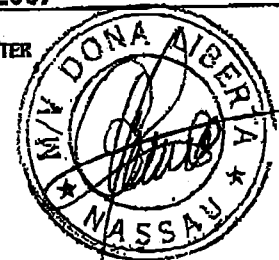
Freight payable as per

Place and date of issue

AGADIR on the 9th december 2007

Number of original Bills of Lading

Signature

(THREE) 3**AS AGENTS FOR AND ON BEHALF OF MASTER**

Shipper

BILL OF LADING

B/L No. NVFLAGAW1801006

FRESH FRUIT**AGADIR****MOROCCO**

TO BE USED WITH CHARTER-PARTIES

Code Name "Congenbill"

Reference No.

Edition 1994

issued for use in international trade

by

The Baltic and International

Maritime Conference

Consignee to order of

DOMINION CITRUS LTD
ONTARIO TERMINAL FOOD
165 THE QUEENSWAY
ROOM 304 ETOBICOKE
ONTARIO M8Y / 1H8 Canada

Notify address

DOMINION CITRUS LTD
ONTARIO TERMINAL FOOD
165 THE QUEENSWAY
ROOM 304 ETOBICOKE
ONTARIO M8Y / 1H8 Canada

Vessel

M/S DONA LIBERTA

Port of Loading

AGADIR**ORIGINAL**

Port of discharge

WILMINGTON - DELAWARE

Shipper's description of goods

COMPARTMENT N° : 2C

Gross weight

Net weight

MOROCCO

Said to be

Said to contain

Said to weigh

261 PALLETS SAID TO CONTAIN 92 260 BOXES OF MOROCCAN CLEMENTINES AS PER FOLLOWING DETAIL				241 063 KG	213 584 KG
Ref sta	7114	2 PALLETS TYPE	PB SIMPLE	180 BOXES	1 933 KG
Ref sta	7114	2 PALLETS TYPE	PB SIMPLE	640 BOXES	1 645 KG
Ref sta	7114	19 PALLETS TYPE	PB DOUBLE	6840 BOXES	17 784 KG
Ref sta	7404	6 PALLETS TYPE	PB SIMPLE	1920 BOXES	4 934 KG
Ref sta	7404	53 PALLETS TYPE	PB DOUBLE	19080 BOXES	49 608 KG
Ref sta	7406	6 PALLETS TYPE	PB SIMPLE	1920 BOXES	4 934 KG
Ref sta	7406	32 PALLETS TYPE	PB DOUBLE	11520 BOXES	29 952 KG
Ref sta	7702	9 PALLETS TYPE	PB DOUBLE	3240 BOXES	8 424 KG
Ref sta	7704	1 PALLETS TYPE	PB SIMPLE	320 BOXES	822 KG
Ref sta	7704	7 PALLETS TYPE	PB DOUBLE	2520 BOXES	6 552 KG
Ref sta	7710	1 PALLETS TYPE	PB DOUBLE	360 BOXES	936 KG
Ref sta	7714	1 PALLETS TYPE	PB SIMPLE	320 BOXES	822 KG
Ref sta	7714	23 PALLETS TYPE	PB DOUBLE	8280 BOXES	21 528 KG
Ref sta	7802	1 PALLETS TYPE	PB SIMPLE	320 BOXES	822 KG
Ref sta	7802	12 PALLETS TYPE	PB DOUBLE	4320 BOXES	11 232 KG
Ref sta	7804	4 PALLETS TYPE	PB SIMPLE	1280 BOXES	3 290 KG
Ref sta	7804	31 PALLETS TYPE	PB DOUBLE	11160 BOXES	29 016 KG
Ref sta	7808	7 PALLETS TYPE	PB SIMPLE	2240 BOXES	5 757 KG
Ref sta	7808	28 PALLETS TYPE	PB DOUBLE	10080 BOXES	26 208 KG
Ref sta	7814	1 PALLETS TYPE	PB SIMPLE	320 BOXES	822 KG
Ref sta	7814	15 PALLETS TYPE	PB DOUBLE	5400 BOXES	14 040 KG

CLEAN ON BOARD

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(of which on deck at shippers risk, the Carrier not being responsible for loss or damage howsoever arising)

Freight payable as per
 CHARTER PARTY dated : 05/12/2007

FREIGHT ADVANCE

Received on account of freight:

Time used for loading.....days.....hours.

SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or so near

thereto as she may safely get the goods specified above.

Weight, measure, quality, quantity, condition, contents and value unknown.

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable as per

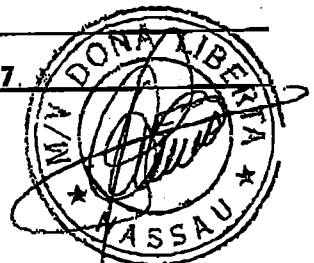
Place and date of issue

Number of original Bills of Lading

Signature

(THREE) 3

AS AGENTS FOR AND ON BEHALF OF MASTER



Shipper

FRESH FRUIT**AGADIR****MOROCCO****BILL OF LADING**

TO BE USED WITH CHARTER-PARTIES

Code Name "Congenbill"

Reference No.

Edition 1994

Issued for use in international trade

by

The Baltic and International

Maritime Conference

Consignee to order of

DOMINION CITRUS LTD
ONTARIO TERMINAL FOOD
165 THE QUEENSWAY
ROOM 304 ETOBICOKE
ONTARIO M8Y / 1H8 Canada

Notify address

DOMINION CITRUS LTD
ONTARIO TERMINAL FOOD
165 THE QUEENSWAY
ROOM 304 ETOBICOKE
ONTARIO M8Y / 1H8 Canada

Vessel

M/S DONA LIBERTA

Port of Loading

AGADIR**ORIGINAL**

Port of discharge

WILMINGTON - DELAWARE

Shipper's description of goods

MOROCCO

Said to be

COMPARTMENT N° : 3A

Said to contain

Gross weight

Net weight

215 PALLETS SAID TO CONTAIN 73 760 BOXES OF MOROCCAN CLEMENTINES AS PER FOLLOWING DETAIL		200 471 KG		177 964 KG	
Ref sta	7114	30 PALLETS TYPE	PB DOUBLE	10800 BOXES	28 080 KG
Ref sta	7404	24 PALLETS TYPE	PB DOUBLE	9640 BOXES	22 464 KG
Ref sta	7704	10 PALLETS TYPE	PB DOUBLE	3600 BOXES	9 360 KG
Ref sta	7710	18 PALLETS TYPE	PB DOUBLE	6480 BOXES	16 848 KG
Ref sta	7714	1 PALLETS TYPE	PB SIMPLE	320 BOXES	822 KG
Ref sta	7714	19 PALLETS TYPE	PB DOUBLE	6440 BOXES	17 784 KG
Ref sta	7802	3 PALLETS TYPE	PB DOUBLE	1080 BOXES	2 808 KG
Ref sta	7804	6 PALLETS TYPE	PEG SIMPLE	540 BOXES	5 800 KG
Ref sta	7804	6 PALLETS TYPE	PB DOUBLE	2160 BOXES	5 616 KG
Ref sta	7808	6 PALLETS TYPE	PEG SIMPLE	540 BOXES	5 800 KG
Ref sta	7808	8 PALLETS TYPE	PB SIMPLE	2560 BOXES	6 579 KG
Ref sta	7808	58 PALLETS TYPE	PB DOUBLE	20880 BOXES	54 288 KG
Ref sta	7814	1 PALLETS TYPE	PB SIMPLE	320 BOXES	822 KG
Ref sta	7814	25 PALLETS TYPE	PB DOUBLE	9000 BOXES	23 400 KG

CLEAN ON BOARD

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(of which on deck at shippers risk, the Carrier not being responsible for loss or damage howsoever arising)

Freight payable as per

CHARTER PARTY dated : 05/12/2007

FREIGHT ADVANCE.

Received on account of freight:

Time used for loading.....days.....hours.

SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or so near

thereto as she may safely get the goods specified above.

Weight, measure, quality, quantity, condition, contents and value unknown.

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable as per

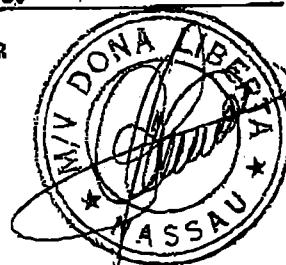
Place and date of issue

AGADIR on the 9th december 2007

Number of original Bills of Lading

(THREE) 3

Signature

AS AGENTS FOR AND ON BEHALF OF MASTER

Shipper

BILL OF LADING

B/L No. NVFLAGAM801008

FRESH FRUIT

TO BE USED WITH CHARTER-PARTIES

**AGADIR
MOROCCO**

Code Name "Congenbill"

Reference No.

Edition 1994

Issued for use in international trade

by

The Baltic and International

Maritime Conference

Consignee to order of

**DOMINION CITRUS LTD
ONTARIO TERMINAL FOOD
165 THE QUEENSWAY
ROOM 304 ETOBICOKE
ONTARIO M8Y / 1H8 Canada**

Notify address

**DOMINION CITRUS LTD
ONTARIO TERMINAL FOOD
165 THE QUEENSWAY
ROOM 304 ETOBICOKE
ONTARIO M8Y / 1H8 Canada**

Vessel

M/S DONA LIBERTA

Port of Loading

AGADIR

Port of discharge

WILMINGTON - DELAWARE

Shipper's description of goods

MOROCCO

Said to be

COMPARTMENT N° : 3B

Said to contain

Gross weight

Net weight

Said to weigh

285 PALLETS SAID TO CONTAIN 101 770 BOXES OF MOROCCAN CLEMATINES AS PER FOLLOWING DETAIL				265 200 KG	234 764 KG
Ref sta	7114	5 PALLETS TYPE	PB SIMPLE	1600 BOXES	4 112 KG
Ref sta	7114	77 PALLETS TYPE	PB DOUBLE	27720 BOXES	72 072 KG
Ref sta	7404	13 PALLETS TYPE	PB DOUBLE	4680 BOXES	12 168 KG
Ref sta	7406	11 PALLETS TYPE	PB DOUBLE	3960 BOXES	10 296 KG
Ref sta	7702	1 PALLETS TYPE	PB SIMPLE	320 BOXES	822 KG
Ref sta	7702	42 PALLETS TYPE	PB DOUBLE	15120 BOXES	39 312 KG
Ref sta	7704	1 PALLETS TYPE	PEG SIMPLE	90 BOXES	967 KG
Ref sta	7704	2 PALLETS TYPE	PB SIMPLE	640 BOXES	1 645 KG
Ref sta	7704	45 PALLETS TYPE	PB DOUBLE	16200 BOXES	42 120 KG
Ref sta	7710	2 PALLETS TYPE	PB SIMPLE	640 BOXES	1 645 KG
Ref sta	7710	2 PALLETS TYPE	PB DOUBLE	720 BOXES	1 872 KG
Ref sta	7714	6 PALLETS TYPE	PB DOURIF	2160 BOXES	5 616 KG
Ref sta	7802	14 PALLETS TYPE	PB DOUBLE	5040 BOXES	13 104 KG
Ref sta	7804	4 PALLETS TYPE	PB DOUBLE	1440 BOXES	3 744 KG
Ref sta	7808	2 PALLETS TYPE	PB SIMPLE	640 BOXES	1 645 KG
Ref sta	7808	23 PALLETS TYPE	PB DOUBLE	8280 BOXES	21 528 KG
Ref sta	7814	2 PALLETS TYPE	PB SIMPLE	640 BOXES	1 645 KG
Ref sta	7814	33 PALLETS TYPE	PB DOUBLE	11880 BOXES	30 888 KG

CLEAN ON BOARD

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(of which on deck at shippers risk, the Carrier not being responsible for loss or damage howsoever arising)

Freight payable as per

CHARTER PARTY dated : 05/12/2007

FREIGHT ADVANCE

Received on account of freight:

Time used for loading.....days.....hours.

SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or so near thereto as she may safely get the goods specified above.

Weight, measure, quality, quantity, condition, contents and value unknown.

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

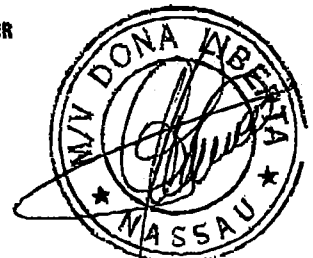
Freight payable as per

Place and date of issue

AGADIR on the 9th december 2007

Number of original Bills of Lading

Signature

(THREE) 3**AS AGENTS FOR AND ON BEHALF OF MASTER**

Shipper

FRESH FRUIT
AGADIR
MOROCCO

BILL OF LADING

B/L No. NVFLAGAW/801009

TO BE USED WITH CHARTER-PARTIES

Code Name "Congenbill"

Reference No.

Edition 1994

Issued for use in international trade

by

The Baltic and International

Maritime Conference

Consignee to order of

DOMINION CITRUS LTD
ONTARIO TERMINAL FOOD
165 THE QUEENSWAY
ROOM 304 ETOBICOKE
ONTARIO M8Y / 1H8 Canada

Notify address

DOMINION CITRUS LTD
ONTARIO TERMINAL FOOD
165 THE QUEENSWAY
ROOM 304 ETOBICOKE
ONTARIO M8Y / 1H8 Canada

Vessel

M/S DONA LIBERTA

Port of Loading

AGADIR

Port of discharge

WILMINGTON - DELAWARE**ORIGINAL**

Shipper's description of goods		COMPARTMENT N° : 3C		Gross weight		Net weight	
MOROCCO		Said to be	Said to contain	Said to weigh		Said to weigh	
227 PALLETS SAID TO CONTAIN 80 800 BOXES OF MOROCCAN CLEMATINES AS PER FOLLOWING DETAIL				209 859 KG		185 840 KG	
Ref sta	7114	13 PALLETS TYPE	PB DOUBLE	4680	BOXES	12 168 KG	10 764 KG
Ref sta	7404	1 PALLETS TYPE	PB SIMPLE	320	BOXES	822 KG	736 KG
Ref sta	7404	29 PALLETS TYPE	PB DOUBLE	10440	BOXES	27 144 KG	24 012 KG
Ref sta	7406	3 PALLETS TYPE	PB SIMPLE	960	BOXES	2 467 KG	2 208 KG
Ref sta	7406	24 PALLETS TYPE	PB DOUBLE	8640	BOXES	22 464 KG	19 872 KG
Ref sta	7702	1 PALLETS TYPE	PB SIMPLE	320	BOXES	822 KG	736 KG
Ref sta	7702	14 PALLETS TYPE	PB DOUBLE	5040	BOXES	13 104 KG	11 592 KG
Ref sta	7704	4 PALLETS TYPE	PB DOUBLE	1440	BOXES	3 744 KG	3 312 KG
Ref sta	7714	1 PALLETS TYPE	PB SIMPLE	320	BOXES	822 KG	736 KG
Ref sta	7714	23 PALLETS TYPE	PB DOUBLE	8280	BOXES	21 528 KG	19 044 KG
Ref sta	7802	11 PALLETS TYPE	PB DOUBLE	3960	BOXES	10 296 KG	9 108 KG
Ref sta	7804	2 PALLETS TYPE	PB SIMPLE	640	BOXES	1 645 KG	1 472 KG
Ref sta	7804	32 PALLETS TYPE	PB DOUBLE	11520	BOXES	29 952 KG	26 496 KG
Ref sta	7808	13 PALLETS TYPE	PB SIMPLE	4160	BOXES	10 691 KG	9 568 KG
Ref sta	7808	24 PALLETS TYPE	PB DOUBLE	8640	BOXES	22 464 KG	19 872 KG
Ref sta	7814	2 PALLETS TYPE	PB SIMPLE	640	BOXES	1 645 KG	1 472 KG
Ref sta	7814	30 PALLETS TYPE	PB DOUBLE	10800	BOXES	28 080 KG	24 840 KG

CLEAN ON BOARD

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(of which on deck at shippers risk, the Carrier not being responsible for loss or damage howsoever arising)

Freight payable as per

CHARTER PARTY dated : 05/12/2007

FREIGHT ADVANCE

Received on account of freight:

Time used for loading.....days.....hours.

SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or so near

thereto as she may safely get the goods specified above.

Weight, measure, quality, quantity, condition, contents and value unknown.

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable as per

Number of original Bills of Lading
(THREE) 3

Place and date of issue

AGADIR on the 9th december 2007

Signature

AS AGENTS FOR AND ON BEHALF OF MASTER